



## RESOLUTION 2013-060

### AUTHORIZING THE CITY MANAGER TO SIGN A SUCCESSOR INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD SCHOOL DISTRICT FOR THE PURPOSES OF THE SCHOOL RESOURCE OFFICER

**WHEREAS**, the duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the successful ongoing partnership with the Sherwood School District, the public safety benefits and cost sharing benefits of the School Resource Officer; and

**WHEREAS**, the Sherwood City Council hereby resolves that it is in the good interest of the City to continue the ongoing partnership by signing a successor intergovernmental agreement with the Sherwood School District and thereby authorizes the City Manager to sign the agreement.

#### **NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**


**Section 1.** The City Manager is authorized to sign the successor Intergovernmental Agreement, attached as Exhibit A, between the City of Sherwood and the Sherwood School District for the purposes of the School Resource Officer

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 19<sup>th</sup> day of November 2013.**

  
\_\_\_\_\_  
Bill Middleton, Mayor

Attest:

  
\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

**CITY OF SHERWOOD  
SHERWOOD SCHOOL DISTRICT NO. 88J**

**Intergovernmental Agreement for Provision of School Resource Officer Services**

THIS AGREEMENT is entered into by and between the City of Sherwood, Oregon ("City"), and Sherwood School District No. 88J ("District"), pursuant to the authority of ORS Chapter 190 (Intergovernmental Cooperation).

- A. The District desires the services of a School Resource Officer to create an atmosphere of safety and security on all district campuses, to provide for community policing on campus and provide a positive law enforcement experience for the school community.
- B. The City currently operates a sworn police force that could provide such services.
- C. The parties desire to cooperate in the provision of this service in order to ensure good communication and the efficient deployment of resources.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. General Administration – City Responsibilities.
  - a. City shall provide one police officer who will be assigned to District and will serve as a School Resource Officer ("SRO"). The SRO's primary assignment will be at Sherwood High School.
  - b. The SRO shall be a sworn employee of the City Police Department and be supervised by the Police Department through the Support Services Division and a designated supervisor ("SRO Supervisor"). The SRO Supervisor will be responsible for hiring, firing, evaluation, and discipline of the SRO pursuant to the City's personnel policies and/or collective bargaining agreements. The SRO Supervisor will promptly review and respond to any performance concerns raised by the District.
  - c. Except as provided in Section 2(a) below, the City shall furnish all equipment and a vehicle for use by the SRO.
  - d. The SRO Supervisor shall consult with the high school principal with regard to the SRO's schedule, and shall consult with all school principals regarding SRO activities in their schools.
- 2. General Administration – District Responsibilities.
  - a. The District shall provide the SRO with a furnished (desk, chairs, telephone, computer, office supplies) office within Sherwood High School. The District will be responsible for all utilities supplied to the Office.
  - b. District principals shall work cooperatively with the SRO Supervisor regarding the SRO's schedule and deployment at their schools.

3. General Administration – Responsibilities of both Parties:

- a. The parties anticipate the SRO will spend approximately half time on school police business and half time on non-school police business. The parties understand this can vary on a day-to-day basis depending on policing needs generally and on the schools and school year. The parties will evaluate time spent prior to the contract notice of termination deadline each year to determine if any adjustments are necessary.
- b. The parties agree all equipment supplied by the District remains the District's property and all equipment supplied by the City remains the City's property.
- c. The parties agree a well-trained SRO is necessary and the cost of specialized SRO training shall be shared by the City and the District on a case-by-case basis.
- d. The parties agree the SRO's specific duties and responsibilities under this Agreement will be set out in a separate Memorandum of Understanding (MOU) between the Police Chief on behalf of the City and the Superintendent on behalf of the District. In the event of any conflicts between this Agreement and the MOU, this Agreement controls.

4. Payments to the City.

- a. The District shall pay the City 50% of the annual costs for recruitment, salary, and benefits of the SRO position. The estimated cost for the 2013-14 school year is \$64,000.
- b. The City will invoice the District quarterly at the beginning of each fiscal quarter for the quarter's prorated costs plus 50% of any agreed-upon specialized training expenses incurred during the prior quarter. The District will make payment on such invoice within 30 days of receipt.
- c. At least 60 days prior to the end of the current fiscal year covered under this Agreement, the City will provide District with a statement of the costs described in Section 4(a) for the following fiscal year, along with an explanation for any cost increases. If the parties agree on the costs, the District's costs for the following fiscal year shall be set forth in an amendment to this Agreement. If the parties cannot agree on the costs, this Agreement shall terminate at the end of the current fiscal year.

5. Reports.

- a. The City agrees to provide a monthly activity report to the District.
- b. The City will provide other reports, or may discontinue or combine any of the above reports, as the City and the District may agree.

6. Limitations and Conditions.

- a. To the full extent permitted by Oregon law, the City agrees to indemnify, within the limits of the Oregon Tort Claims Act, the District, its officers, employees, Board members, agents and insurers(collectively referred to as District) from any

and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from the City's activities under this Agreement, provided, that the City shall not be required to indemnify District for any such claims, demands, settlements, or judgments arising from the wrongful acts of the District's Board members, officers, agents or employees.

- b. To the full extent permitted by Oregon law, the District agrees to indemnify, within the limits of the Oregon Tort Claims Act, the City its officers, employees, Council members, agents and insurers (collectively referred to as City) from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from the District's activities under this Agreement, provided District shall not be required to indemnify City for any such claims, demands, settlements or judgments arising from the wrongful acts of the City's Councilors, officers, agents or employees.
- c. City and District shall each maintain insurance policies during the term of this Agreement sufficient to cover the indemnity obligations set forth above.

7. Confidentiality.

As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA"), and ORS 326.565, City shall not disclose any personal information or records regarding students or their families that City may learn of or obtain in the course of its performance under this Agreement except as authorized by these laws. The parties recognize FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Personally identifiable information obtained by City in the performance of this Contract may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Contract.

8. Term.

This Agreement shall be effective beginning July 1, 2013 through June 30, 2014. It shall renew automatically without further action of the parties each fiscal year unless the parties fail to execute an addendum establishing the District's cost for the succeeding fiscal year by June 30 of the then current fiscal year.

9. Integration.

This Agreement embodies the whole of the agreement between the parties. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

10. Severability.

If any provision(s) of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

11. Notice.

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to City: Joseph Gall, City Manager  
20495 SW Borchers Drive  
Sherwood, Oregon 97140

If to District: Dr. Heather Cordie, Superintendent  
23295 SW Main Street  
Sherwood, Oregon 97140

12. Oregon Law and Forum.

- a. This Agreement shall be construed according to the laws of the State of Oregon.
- b. Any litigation between the City and the District arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

13. Independent Contractor Status.

- a. The City is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- b. The City and its employees are not employees of the District and are not eligible for any benefits through the District including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

14. Amendments.

City and District may amend this Agreement at any time only by written amendment executed by authorized representatives of the City and/or the District.

15. Non-Waiver.

The City and the District shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

16. No Benefit to Third Parties

This Agreement and the rights and duties described herein is personal to City and District and is neither for nor construed to be for the benefit of any third party (ies).

IN WITNESS WHEREOF, the authorized representatives of the City of Sherwood and the Sherwood School District No. 88J have HEREBY AGREED:

CITY OF SHERWOOD

SHERWOOD SCHOOL DISTRICT NO. 88J

By \_\_\_\_\_  
Joe Gall,  
City Manager

By \_\_\_\_\_  
Dr. Heather Cordie,  
Superintendent

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_